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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DIKRANOUHIE D. SOUSANI,)	Case No.: 2:19-cv-00207-GMN-NJK
)	
Plaintiff,)	STIPULATION FOR THE AWARD
)	AND PAYMENT OF ATTORNEY
vs.)	FEES AND EXPENSES PURSUANT
)	TO THE EQUAL ACCESS TO
ANDREW M. SAUL,)	JUSTICE ACT, 28 U.S.C. § 2412(d)
Commissioner of Social Security,)	
)	
Defendant.)	
)	

TO THE HONORABLE NANCY J. KOPPE, MAGISTRATE JUDGE OF
THE DISTRICT COURT:

IT IS HEREBY STIPULATED by and between the parties through their
undersigned counsel, subject to the approval of the Court, that Dikranouhie D.
Sousani be awarded attorney fees and expenses in the amount of ONE ONE
HUNDRED FORTY-NINE dollars (\$1,149.00) under the Equal Access to Justice
Act (EAJA), 28 U.S.C. § 2412(d). This amount represents compensation for all

1 legal services rendered on behalf of Plaintiff by counsel in connection with this
2 civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).

3 After the Court issues an order for EAJA fees to Dikranouhie D. Sousani,
4 the government will consider the matter of Dikranouhie D. Sousani's assignment of
5 EAJA fees to Cyrus Safa. The retainer agreement containing the assignment is
6 attached as exhibit 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010),
7 the ability to honor the assignment will depend on whether the fees are subject to
8 any offset allowed under the United States Department of the Treasury's Offset
9 Program. After the order for EAJA fees is entered, the government will determine
10 whether they are subject to any offset.

11 Fees shall be made payable to Dikranouhie D. Sousani, but if the
12 Department of the Treasury determines that Dikranouhie D. Sousani does not owe
13 a federal debt, then the government shall cause the payment of fees, expenses and
14 costs to be made directly to Law Offices of Lawrence D. Rohlfing, pursuant to the
15 assignment executed by Dikranouhie D. Sousani.¹ Any payments made shall be
16 delivered to Cyrus Safa.

17 This stipulation constitutes a compromise settlement of Dikranouhie D.
18 Sousani's request for EAJA attorney fees, and does not constitute an admission of
19 liability on the part of Defendant under the EAJA or otherwise. Payment of the
20 agreed amount shall constitute a complete release from, and bar to, any and all
21 claims that Dikranouhie D. Sousani and/or Cyrus Safa including Law Offices of
22 Lawrence D. Rohlfing may have relating to EAJA attorney fees in connection with
23 this action.

24
25 ¹ The parties do not stipulate whether counsel for the plaintiff has a cognizable lien
26 under federal law against the recovery of EAJA fees that survives the Treasury
Offset Program.

1 This award is without prejudice to the rights of Cyrus Safa and/or the Law
2 Offices of Lawrence D. Rohlfing to seek Social Security Act attorney fees under
3 42 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.

4 DATE: June 10, 2019

Respectfully submitted,

SHOOK AND STONE

LAW OFFICES OF LAWRENCE D. ROHLFING

/s/ Cyrus Safa

BY: _____

Cyrus Safa

Attorney for plaintiff Dikranouhie D. Sousani

12 DATED: June 10, 2019

DAYLE ELIESON

United States Attorney

/s/ Patrick W. Snyder

PATRICK W. SNYDER

Special Assistant United States Attorney

Attorneys for Defendant ANDREW M. SAUL,

Commissioner of Social Security

(Per e-mail authorization)

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

Ms. Dikranouhie D. Sousani
9534 Twister Trace Street
Las Vegas, NV 89178

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of this court at whose direction the service was made.

/s/ Cyrus Safa _____
SIGNATURE

1 **CERTIFICATE OF SERVICE**
2 **FOR CASE NUMBER 2:19-CV-00207-GMN-NJK**

3 I hereby certify that I electronically filed the foregoing with the Clerk of the
4 Court for this court by using the CM/ECF system on June 12, 2019.

5 I certify that all participants in the case are registered CM/ECF users and
6 that service will be accomplished by the CM/ECF system, except the plaintiff
7 served herewith by mail.
8

9 */s/ Cyrus Safa*

10 _____
11 Cyrus Safa
12 Attorneys for Plaintiff
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SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on April 23, 2018, by and between the Law Offices of Lawrence D. Rohlfing referred to as attorney and **Ms. Dikranouhie D. Sousani**, S.S.N. 555-67-7167, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfing to represent Claimant as Ms. Dikranouhie D. Sousani's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is currently \$6,000.00**, whichever is **smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed, and claimant grants a lien to Attorney for reasonable fees.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.


8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

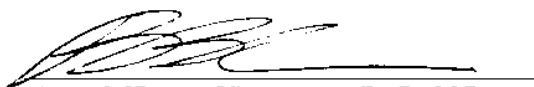
9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to prior or referring attorneys or bar referral service.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.


Ms. Dikranouhie D. Sousani


Law Offices of Lawrence D. Rohlfing
Brian C. Shapiro

1 Respectfully submitted,
2 LAW OFFICES OF LAWRENCE D. ROHLFING

3 /s/ *Cyrus Safa*

4 _____
Cyrus Safa
Attorney for plaintiff Dikranouhie D. Sousani

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6 Leonard Stone
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